



**CITY OF SAN DIEGO
MEMORANDUM
Equal Opportunity Contracting Program
Debra Fischle-Faulk, Director
Beryl Bailey Rayford, Program Manager**

To: City Council

**From: Debra Fischle-Faulk, Director of Administration,
Beryl Rayford, EOCP Program Manager**

**RE: First Amendment to the Agreement with Jones & Stokes Associates,
Inc. As-Needed Consultants**

This action serves as authorization for Mayor to execute First Amendment to Agreement between City of San Diego and Jones & Stokes, for additional as-needed environmental services for the Engineering & Capital Projects Department not to exceed \$500,000.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

As stated on the Equal Opportunity Contracting Program Evaluation, this action is City-funded with a 15% voluntary goal per the RFP. The subconsultant participation level for this agreement has not been determined. EOCP has reviewed a Workforce Report and has requested an Equal Opportunity Plan from Jones & Stokes Associates, Inc.

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

February 20, 2008

SUBJECT: First Amendment to the Agreement with Jones & Stokes Associates, Inc. As-needed Consultants

GENERAL CONTRACT INFORMATION

Recommended Consultant: Jones & Stokes Associates, Inc.
Amount of this Action: \$500,000
Original Amount: 250,000
Cumulative Amount: 750,000
Funding Source: City
Goal: 15% Voluntary

SUBCONTRACTOR PARTICIPATION

The subconsultant participation level for this agreement has not been determined.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Jones & Stokes Associates, Inc. submitted a Workforce Report dated November 15, 2007 for their San Diego office, which indicates 49 employees. The Workforce Analysis reflects under representation in the following areas:

Hispanic	Management & Financial, Professional
Asian	Management & Financial
Filipino	Management & Financial, Professional

Jones & Stokes Associates, Inc. has been requested to submit an Equal Opportunity Plan.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

by:AMJ

File: Admin WOFO 2000

Date WOFO Submitted: 11/15/2007
Input by: SHGoals reflect statistical labor force
availability for the following: 2000 CLFA
San Diego, CACity of San Diego/Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT

FOR

Company: Jones & Stokes Associates, Inc.

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt & Financial	3.3%	0	11.9%	1	8.2%	0	0.4%	0	6.2%	0	15	11	0	0
Professional	4.0%	0	12.6%	1	6.5%	1	0.5%	0	6.5%	0	5	9	1	0
A&E, Science, Computer	2.8%	0	7.3%	0	16.2%	0	0.3%	0	16.2%	0	0	0	0	0
Technical	6.6%	0	14.8%	0	17.2%	0	0.4%	0	17.2%	0	0	0	0	0
Sales	3.9%	0	19.5%	0	8.8%	0	0.6%	0	6.8%	0	0	0	0	0
Administrative Support	7.0%	0	20.8%	1	8.8%	0	0.6%	0	8.8%	0	1	2	0	0
Services	5.5%	0	36.9%	0	9.7%	0	0.6%	0	9.7%	0	0	0	0	0
Crafts	4.5%	0	25.8%	0	9.1%	0	0.7%	0	9.1%	0	0	0	0	0
Operative Workers	4.3%	0	38.8%	0	20.8%	0	0.3%	0	20.8%	0	0	0	0	0
Transportation	8.1%	0	32.1%	0	4.5%	0	0.5%	0	4.5%	0	0	0	0	0
Laborers	4.4%	0	54.0%	0	4.1%	0	0.5%	0	4.1%	0	0	0	0	0
TOTAL	0	0	3	0	1	1	0	0	0	0	21	22	1	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section I (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial
Professional
A&E, Science, Computer
Technical
Sales
Administrative Support
Services
Crafts
Operative Workers
Transportation
Laborers

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
27	16	11	39.8%
18	8	10	59.5%
0	0	0	22.3%
0	0	0	49.0%
0	0	0	49.4%
4	2	2	73.2%
0	0	0	62.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

TOTAL

49	28	23
----	----	----

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.89	0	N/A	3.21	1	(2.21)	1.87	0	(1.67)	0.11	0	N/A	1.67	0	(1.67)	10.75	11	N/A
Professional	0.72	0	N/A	2.27	1	(1.27)	1.17	2	N/A	0.09	0	N/A	1.17	0	(1.17)	10.71	10	N/A
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.28	0	N/A	0.83	1	N/A	0.35	0	N/A	0.02	0	N/A	0.35	0	N/A	2.93	2	N/A
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

000625 REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO		1. CERTIFICATE NUMBER (FOR AUDITOR'S USE ONLY) <div style="font-size: 2em; text-align: center;">N/A</div>					
TO: CITY ATTORNEY	2. FROM (ORIGINATING DEPARTMENT): Engineering and Capital Projects Department	3. DATE: February 4, 2008					
4. SUBJECT: First Amendment to the Agreement with Jones & Stokes Associates, Inc. As-needed Consultants							
5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.) Carrie Purcell, 533-5124, MS908A		6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.) James Nagelvoort, 533-5110, MS908A					
7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input type="checkbox"/>							
8. COMPLETE FOR ACCOUNTING PURPOSES							
FUND		9. ADDITIONAL INFORMATION / ESTIMATED COST: As-needed consultant services/ \$500,000					
DEPT.							
ORGANIZATION							
OBJECT ACCOUNT							
JOB ORDER							
C.I.P. NUMBER							
AMOUNT							
10. ROUTING AND APPROVALS							
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	2/7/08	8	DEPUTY CHIEF	<i>[Signature]</i>	3/1/08
2	EAS	<i>[Signature]</i>	2/13/08	9	COO	<i>[Signature]</i>	
3	EOCP	<i>[Signature]</i>	2/21/08	10	CITY ATTORNEY	<i>[Signature]</i>	3/24/08
4	LIAISON OFFICE	<i>[Signature]</i>	2/28/08	11	ORIGINATING DEPARTMENT	<i>[Signature]</i>	
5	FM	<i>[Signature]</i>	3/6/08	DOCKET COORD: <i>SC</i> COUNCIL LIAISON: <i>SC</i> 3/28/08 COUNCIL PRESIDENT: <i>Cme</i> <input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input type="checkbox"/> REFER TO: COUNCIL DATE: 4/15/08			
6	AUDITOR	<i>[Signature]</i>	3/7/08				
7							
11. PREPARATION OF: <input checked="" type="checkbox"/> RESOLUTION(S) <input type="checkbox"/> ORDINANCE(S) <input type="checkbox"/> AGREEMENT(S) <input type="checkbox"/> DEED(S)							
1. Authorizing the Mayor to execute a First Amendment to the agreement between the City of San Diego and Jones and Stokes, for additional as-needed environmental services for the Engineering & Capital Projects Department not to exceed \$500,000;							
11A. STAFF RECOMMENDATIONS: Adopt the resolution.							

12. SPECIAL CONDITIONS:	
<u>COUNCIL DISTRICT(S):</u>	All Council Districts
<u>COMMUNITY AREA(S):</u>	City-wide
<u>ENVIRONMENTAL IMPACT:</u>	This activity is not a "project" and is therefore not subject to CEQA pursuant to State CEQA Guidelines Section §15060(c)(3).
<u>HOUSING IMPACT:</u>	None
<u>OTHER ISSUES:</u>	None

DATE REPORT ISSUED: February 4, 2008

REPORT NO.

ATTENTION: City Council

ORIGINATING DEPT.: ENGINEERING AND CAPITAL PROJECTS

SUBJECT: First Amendment to As-needed Consultant Agreement

COUNCIL DISTRICTS: All

STAFF CONTACT: Carrie Purcell, 533-5124

REQUESTED ACTION: Authorize the Mayor to execute a first Amendment to Agreement between the City of San Diego and Jones Stokes and associates for additional As-Needed Environmental Services for the Engineering and Capital Projects Department. The amendment will increase the not-to-exceed limit in the contract from \$250,000 to \$750,000

STAFF RECOMMENDATION: Adopt the Resolution

EXECUTIVE SUMMARY:

Under this Amendment 1 to the Agreement, Jones & Stokes will continue to provide the City with the environmental biological consulting services by task order on an hourly basis. These services include, but are not limited to, performing biological resource evaluations including field surveys, wetland delineations, biology and wetland reports, mitigation and mapping services, and construction monitoring; revegetation design and planning; water quality analysis; resource agency permitting; archaeological and paleontological resource evaluations/monitoring services; preliminary hazardous waste analysis; and assistance with the preparation of California Environmental Quality Action documents (Environmental Impact Reports, etc.).

The increased Not-To-Exceed Limit will allow to expand the use of these as-needed services from Water and Sewer Enterprise funded projects only to all Capital Improvement Projects, regardless of funding source. The demands in the CIP program have increased and are likely to continue to do so. Therefore, the capacity of this agreement and the services provided need to be increased in order to meet that demand.

The total contract with this firm shall not exceed \$750,000 for a period of five (5) years from the date of execution of the original Agreement by the City September 12, 2007

FISCAL CONSIDERATIONS:

The As-needed consultant agreement was approved via a 1544 Mayoral action (C-14234) on September 12, 2007 for a total agreement amount of \$250,000. This action will authorize the increase in the overall as-needed agreement for an amount not to exceed \$750,000. \$250,000 of the current as-needed agreement identifies Sewer and Water CIP funding sources. The additional \$500,000 could be from any funding source. While this action increases the overall as-needed agreement value, any actual tasks will not be authorized until an individual project Request for Proposal is issued to the consultant, the funding necessary is identified and encumbered and a Notice to Proceed for that individual task is issued.

PREVIOUS COUNCIL AND COMMITTEE ACTIONS:

NONE

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

NONE

KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable):


Key Stakeholders are the City of San Diego, and Jones Stokes and Associates

EQUAL OPPORTUNITY CONTRACTING

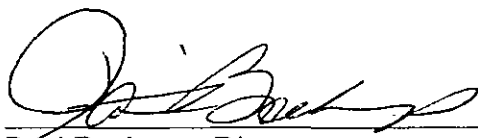
Funding Agency: City of San Diego

Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)

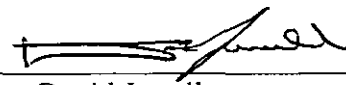
Other: Workforce Report Submitted Staff will monitor adherence to Nondiscrimination Ordinance.



James Nagelvoort, Deputy Director
Engineering & Capital Projects Department



Patti Boekamp, Director
Engineering & Capital Projects Department



David Jarrell
Deputy Chief of Public Works

000629

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

AC 2800142

DEPT. NO. 776

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: August 21, 2007

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$250,000.00

Vendor: Jones & Stokes Associates, Inc.

Authorizing the expenditure of funds for Environmental Biological Services.

Date: August 21, 2007 By: *Lu Ann Jones-Santos*

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
1	0	41500			9544					\$115,000.00
2	0	41506			9544					115,000.00
3	0	41500	760	310	4222	3105				10,000.00
4	0	41506	776	722	4222	762033				10,000.00
TOTAL										\$250,000.00

AC-361 (REV 2-92)

FUND OVERRIDE ☐

AC 2800142

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO
THE AGREEMENT BETWEEN THE CITY AND JONES &
STOKES ASSOCIATES, INC.

WHEREAS, on September 12, 2007, the City of San Diego [City] entered into an agreement with Jones & Stokes Associates, Inc. [Consultant] on file in the Office of the City Clerk as Document No. C-14234, to provide as-needed environmental biological consulting services in connection with the City's planning, design and construction needs for the projected sewer and water main replacement program;

WHEREAS, the City previously approved the expenditure of an amount not to exceed \$250,000, as the maximum compensation which the Consultant may receive under the Agreement; and

WHEREAS, the City and the Consultant desire to amend the Agreement to add funds for additional services needed by the City, NOW, THEREFORE;

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor or his designee is authorized to execute the First Amendment to the Agreement with Jones & Stokes Associates, Inc. on file in the Office of the City Clerk as Document No. RR- _____, increasing the potential contract value by \$500,000, to a total not to exceed amount to \$750,000.

2. That the Mayor or his designee is hereby authorized to issue tasks orders to Jones & Stokes Associates, Inc. under the First Amendment to the Agreement, provided that the City

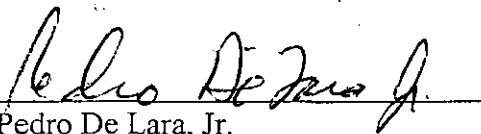
Auditor and Comptroller first furnishes one or more certificates demonstrating that the funds are, or will be, on deposit with the City Treasurer.

3. That the City Auditor and Comptroller, upon advice from the administrative department is authorized to transfer excess funds, if any, to the appropriate reserves.

4. That this activity is not subject to the California Environmental Quality Act [CEQA] pursuant to CEQA Guidelines section 15060(c)(3) and 15378(c) because this activity is not a project.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By


Pedro De Lara, Jr.
Deputy City Attorney

PDJ:js
03/24/2008
Or.Dept:E&CP
R-2008-800

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

000635

FY08 ACTION

CITY OF SAN DIEGO

REQUEST FOR

MAYORAL ACTION

ECF - 8002

LEGIS INDEX WSD 08-002

TO:	MAYOR	FROM:	ENGINEERING & CAPITAL RPROJECTS DEPARTMENT	DATE:	6/12/2007
-----	-------	-------	--	-------	-----------

SUBJECT: As-needed Agreement with Jones & Stokes Associates, Inc. for Environmental Biological Services

ACTION REQUESTED: Executing the As-needed Agreement between the City of San Diego and Jones & Stokes Associates, Inc. for environmental biological services for the Engineering & Capital Projects Department not to exceed \$250,000

SUPPORTING INFORMATION:

BACKGROUND:

The effort to support the increased rate of replacement of the City's aging sewer and water lines requires the demand for environmental consulting services. Under the Agreement, Jones & Stokes Associates, Inc. will provide the City with the environmental biological consulting services by task order on an hourly basis. These services include, but are not limited to, performing biological resource evaluations including field surveys, wetland delineations, biology and wetland reports, mitigation and mapping services, and construction monitoring; revegetation design and planning; water quality analysis; resource agency permitting; archaeological and paleontological resource evaluations/monitoring services; and preliminary hazardous waste analysis. These services are required in order to meet the anticipated planning, design and construction needs for the projected sewer and water main replacement program. The total contract with this firm shall not exceed \$250,000 for a period of five (5) years from the date of execution by the City.

The City's Consultant Rotation List process was used in order to interview the most qualified consultants. Ten (10) firms were interviewed and the process resulted in the selection of Jones & Stokes Associates, Inc. as the most qualified for this requirement.

FISCAL IMPACT:

The total estimated cost of this agreement is \$250,000. Funding of \$125,000 is available in Water Fund 41500, \$125,000 in Sewer Fund 41506

COUNCIL DISTRICT:

City-wide

ENVIRONMENTAL IMPACT:

This activity is exempt from CEQA pursuant to State CEQA Guidelines, Section 15060 (c) (3).

ATTACHMENTS:

Four (4) original agreements and three (3) copies; Certificate of Insurance; and Consultant Award Tracking Form

COORDINATION:

Please return one (1) original agreement and three (3) copies to Carrie Purcell at MS 908A

PLEASE ROUTE TO THE APPROPRIATE AUTHORITY - REF: A.R. 25.60 OR 25.70

			ROUTING AND APPROVAL		
			APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE
ACCOUNTING INFORMATION	BUDGETED	UNBUDGETED	ORIGINATING DEPARTMENT	<i>[Signature]</i>	7/12/07
FUND			WATER RSLC	<i>[Signature]</i>	7/23/07
DEPARTMENT			MWWD	<i>[Signature]</i>	7/26/07
ORGANIZATION			EAS	<i>[Signature]</i>	8/1/07
OBJECT ACCOUNT	See attached	See attached	EOCP	<i>[Signature]</i>	8-7-07
JOB ORDER NUMBER			FM/CIP	<i>[Signature]</i>	8/15/07
C.J.P. NO.			AUDITORS	<i>[Signature]</i>	8/21/07
FACILITY			DEPUTY CHIEF	<i>[Signature]</i>	8/24/07
AMOUNT			P&C	<i>[Signature]</i>	9/7/07
ESTIMATED COST:			ORIGINATING DEPARTMENT	<i>[Signature]</i>	8/27/07
\$250,000			CITY ATTORNEY	<i>[Signature]</i>	9/14/07
AUDITOR'S CERTIFICATE NUMBER:			CITY CLERK	<i>[Signature]</i>	10/3/07
(FOR AUDITOR'S USE ONLY)					
AC 280042					
FOR INFORMATION CONTACT:					
James Nagelvoort/Carrie Purcell					
MAIL STATION:	TELEPHONE NUMBER:				
908A	(619)533-5110 / (619)533-5124				

000636

ACCOUNTING INFORMATION	BUDGETED	BUDGETED	BUDGETED	BUDGETED
FUND	41500	41506	41500	41506
DEPARTMENT			760	776
ORGANIZATION			310	722
OBJECT ACCOUNT	9544	9544	4222	4222
JOB ORDER NUMBER			003105	762033
C.I.P. NO.				
FACILITY				
AMOUNT	\$115,000	\$115,000	\$10,000	\$10,000

DOCUMENT NO. C- 14324
 FILED OCT 02 2007
 OFFICE OF THE CITY CLERK
 SAN DIEGO, CALIFORNIA

CITY OF SAN DIEGO
ENGINEERING & CAPITAL PROJECTS DEPARTMENT

AMENDMENT NO. 1
TO THE
AGREEMENT
BETWEEN

THE CITY OF SAN DIEGO
AND
JONES & STOKES ASSOCIATES, INC.
FOR
Environmental Biological As-needed Services

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND JONES & STOKES ASSOCIATES, INC.

RECITALS

WHEREAS, on September 12, 2007, the City of San Diego [City] and Jones & Stokes Associates, Inc. [Consultant] entered into an agreement to provide Environmental Biological As-needed Services [Agreement], which is on file in the office of the City Clerk as Document No. C-14324; and

WHEREAS, the City and Consultant mutually desire to amend the Agreement to increase the not to exceed total value by \$500,000 for additional services, for a total not to exceed the value of \$750,000.

NOW THEREFORE, the CITY and CONSULTANT agree to amend the AGREEMENT, as follows:

Section 1. ARTICLE I PROFESSIONAL SERVICES

Paragraph 1.1

Delete section 1.1 in its entirety and replace with the following:

1.1 Scope of Services. The scope of services will be determined by the City on an as-needed basis and presented to Consultant as an individual task [Task]. The Consultant shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services attached as Exhibit A-1 and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B of Agreement].

Section 2. ARTICLE III COMPENSATION

Paragraph 3.1 – 3.2

Delete sections 3.1 – 3.2 in their entirety and replace with the following:

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed \$750,000. The City agrees to issue at least one Task Order with a minimum value of \$20,000.00 to the Consultant.

3.2 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule [Exhibit C of Agreement]. For all Task Orders performed under the First Amendment to the Agreement, the City shall pay the Consultant in accordance with the Compensation and Fee Schedule. For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses that exceed the amounts specified in Exhibit C. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

Section 3. ARTICLE VI INDEMNIFICATION

Paragraph 6.1 – 6.2:

Delete Sections 6.1 – 6.2 in their entirety and replace with the following:

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

6.2 Insurance. The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

6.3 Enforcement Costs. The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 6, including but not limited to, attorney's fees.

Section 4. INCORPORATION OF EXHIBIT

The following attachment is incorporated herein by reference as follows:

Exhibit A-1: Scope of Services

THIS AMENDMENT No. 1 to the Agreement shall affect only those paragraphs referred to herein. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No.

R- _____, authorizing such execution, and by the Consultant.

Dated this ____ day of _____, 2008

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

REMAINDER OF PAGE INTENTIONALLY BLANK

I HEREBY CERTIFY that I can legally bind JONES & STOKES ASSOCIATES, INC., and that I have read all of this First Amendment to Agreement, this ____ day of _____ 2008.

JONES & STOKES ASSOICATES, INC.

By 

Authorized Representative

Kris G. Boone, Vice President

I HEREBY APPROVE the form and legality of the foregoing Amendment on this ____ day of _____ 2008.

MICHAEL J. AGUIRRE

By _____
Pedro De Lara, Jr., Deputy City Attorney



Exhibit A1

Scope of Services

Environmental: Biological Consultant

This Scope of Work is for As-Needed Environmental Consultant Services to support the City of San Diego's Engineering & Capital Projects various Capital Improvement Projects including, Sewer and Water Capital Improvements Program (CIP) and other CIP projects. Task orders shall describe the specific scope, schedule and compensation for each task. Each task order must be approved and signed by the Senior Planner before the Consultant may proceed with the work. The listed tasks are envisioned as elements of the services to be performed, however, not all tasks outlined below will necessarily be authorized during the performance of this contract. The City reserves the right to modify or substitute as-needed tasks as necessary to meet the goals of the CIP program during the contract period of performance.

Typical tasks may include the following services:

- Preparation of biological reports for native plant and animal species and communities impacted by construction in compliance with City of San Diego Biological Guidelines;
- Performance of wildlife surveys for construction noise impacts,
- Monitoring and reporting on construction activities for CIP projects located in or adjacent to sensitive biological resources (e.g., protected habitat, MHPA, breeding territories of threatened/endangered species, trees used by foraging raptors), in accordance with adopted Mitigation Monitoring and Reporting Program [MMRP]. Monitoring requirements include ensuring that the construction contractor does not perform work outside the pre-approved limits of construction and that the contractor complies with the conditions of the project's environmental documents and permits. Construction monitoring requires consultant staff to be on-call to provide services quickly at random intervals.
- Other biological monitoring as specified in project MMRPs.
- Design of native wetland and upland habitat restoration projects. Revegetation for Engineering and Capital Department projects may be required for impacts to sensitive habitat areas. Conceptual plans shall identify areas to be revegetated, types and quantities of species to be used in the revegetation effort, and performance measures. Detailed plans and specifications shall show appropriate level and type of grading, planting, irrigation, and drainage necessary for successful implementation of required mitigation; and provide cost estimates for all materials and labor. Experience in both Southern California upland and wetland restoration projects is required. In addition, firms must have a qualified individual to perform wetland delineations in compliance with Army Corps of Engineer Guidelines.
- Field vegetation sampling and monitoring of habitat restoration areas
- Assistance with preparation of California Environmental Quality Act documents, including Environmental Impact Reports as well as the preparation of associated technical reports, including but not limited too those described above.

Invoicing/Progress Reports

The Consultant shall provide the following information with each invoice:

Progress reports shall be submitted with each invoice. The report shall detail: 1) work performed during the period covered by the invoice; 2) the percentage of each task completed (versus planned percentage completed); 3) work planned for the next invoice period; 4) problems identified, solved, and/or unresolved; 5) an explanation of any deviations from schedule and a description of what actions will be taken to ensure that the project shall be completed as scheduled; and 6) a cost breakdown by cost category for each task showing the amount of funds expended for the invoicing period, cumulative total of funds expended per task to date and the amount of funds remaining per task (spreadsheet format). Progress reports that do not comply with the requirements detailed herein shall be returned to CONSULTANT and the related invoice will be withheld from payment until a properly completed progress report is submitted and approved by City. Progress reports shall follow the format provided by City Project Manager. Failure to submit progress reports may result in the termination of this Agreement.